

# SPORTS INSURANCE POLICY



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## Introduction

### Introduction

Thank **You** for placing **Your** sports insurance with Calliden Insurance Limited. This Sport Policy consists of this book and a **Certificate**. The **Certificate** will show **You** what:

- a) Sections are in force.
- b) Amounts of cover **You** have.
- c) Optional Extras **You** have chosen.
- d) **Excesses Your Insurer** may have imposed.
- e) Special terms **Your Insurer** may have imposed.

It is important that the Policy and the **Certificate** are read together. **Your Insurer** urges **You** to read them to make sure that they give **You** the protection **You** want. If they do not meet **Your** needs, please contact the insurance broker that arranged **Your** cover.

Please tell **Your** broker if **Your** needs or circumstances change. They may be able to arrange for **Your Insurer** to change **Your** Policy to meet **Your** new needs.

Please note that **Your Insurer** has relied on the truth of what **You** told **Them** in the **Application** in giving **You** this cover.

This document is important. Please keep it with **Your Certificate** in a safe place

## Product Disclosure Statement for Sports Injury Cover

This part of this book is a Product Disclosure Statement (PDS) for Section 1 - Sports Injury of Your Sports Insurance Policy.

This PDS is dated 01 December 2008 (ref: OAMPS SPORT 0709) and is issued by:

Calliden Insurance Limited  
Level 7, 100 Arthur Street  
North Sydney NSW 2060  
Phone: 02 9551 1111  
Fax: 02 9551 1155

The PDS has been prepared to assist **You** in understanding the key features of the Sports Injury cover in **Your** policy and making an informed choice about **Your** insurance requirements. This PDS sets out the significant features of the Sports Injury cover including its benefits, risks and information about how the insurance premium will be calculated. You should read it carefully. You should also read the policy wording for full details of the terms, conditions and limitations of the insurance cover.

### About the Insurer

Calliden Insurance Limited (Calliden) ABN 47 004 125 268 is a public company incorporated in Australia. It is authorised under the Australian Insurance Act 1973 (Cth) to conduct insurance business in Australia. That Act establishes a system of financial supervision of general insurers in Australia. As an authorised insurer, Calliden is regulated by the Australian Prudential Regulation Authority.

Calliden is also regulated under the Corporations Act 2001 and is the holder of an Australian Financial Services Licence (AFS Licence No 234438) issued pursuant to that Act. As a holder of an AFS Licence, Calliden is regulated by the Australian Securities and Investments Commission (ASIC).

### How to contact us

You may contact Calliden in any of the following ways:

- By telephone on 02 9551 1111
- By writing to us at Calliden Insurance Limited, PO Box 348, Milsons Point NSW 1565
- By email through our website [www.calliden.com.au](http://www.calliden.com.au)

### Significant features and benefits of the policy

#### Cover

The Sports Injury cover provides certain benefits to **your Members** for death, injury or disability caused by an injury happening during certain sporting events arranged by **You** or **Your** sporting association. For a full description of the events which are covered please see Section 1, 'What your members are covered for', however the events covered include when **Members** are:

- taking part in training, a competition, game or performance.
- attending a social function or training session.

- taking part in fundraising or volunteer activity
- travelling to or from a competition, game, performance, social function, training session or administrative activity or staying away from home for these purposes

Death and Disability Benefits are paid in accordance with the Capital Benefits Schedule in Section 1. **We recommend you** look at the Capital Benefits Schedule to see what benefit is payable for what type of disablement or injury. The percentages in the Schedule represent a percentage of the Capital Sum Insured which is shown on **your Certificate**.

For an Injury that occurs when travelling to or from a competition; game; performance; social function; training session; administrative, fundraising or volunteer activity the benefit **Your Insurer** will pay under 1. Death or 2. Permanent Disability for events 1 to 32 shall be limited to 20% of the capital **Sum Insured** shown in the Capital Benefits Schedule.

### Additional Benefits

The following table sets out a summary of the main additional benefits available as a result of a covered injury. Please read the policy wording for a full description of the benefits and when they may apply.

The **Sum Insured**, any **Excess** or **Waiting Period** might vary for each additional benefit but is shown in the **Certificate**. For weekly **Sum Insureds**, the maximum number of weeks the benefit is available for is also shown on the **Certificate**.

**Your Insurer** will pay benefits under only one of sections 6 (Loss of Earnings), 7 (Student Help) or 8 (Home Help)

|                              |  |
|------------------------------|--|
| <b>Modification expenses</b> | costs necessary up to the <b>Sum Insured</b> to modify the <b>Member's</b> home and/or motor vehicle, or relocating to a suitable home if they are entitled to 100% of the Capital Benefit |
| <b>Funeral Expenses</b>      | Up to the <b>Sum Insured</b>   |
| <b>In Memorandum Benefit</b> | Reasonable costs associated with observance of the death of a <b>Member</b> up to the <b>Sum Insured</b> .   |
| <b>Loss of Earnings</b>      | Up to the weekly <b>Sum Insured</b> if a <b>Member</b> can not earn income doing what he/she was capable of doing by training or experience.   |
| <b>Student Help</b>          | <b>Costs</b> up to the weekly <b>Sum Insured</b> for student help expenses if the injury stops the <b>Member</b> from going to their usual place of learning.                              |
| <b>Home Help</b>             | Home help provided by a recognised agency up to the weekly <b>Sum Insured</b>  |
| <b>Parents' Allowance</b>    | the daily <b>Sum Insured</b> up to the maximum <b>Sum Insured</b> for Parent's Allowance while the <b>Member</b> is in hospital if the member is   |

|   |   |
|---|---|
|   | a full time student under the age of 25   |
| <b>Dependent Children's Allowance</b>             | Up to the <b>Sum Insured</b> for reasonable costs incurred by the dependent children of a <b>Member</b> whilst the <b>Member</b> is undergoing medical treatment.   |
| <b>Medical and Dental Costs</b>                   | The percentage shown in the <b>Certificate</b> up to the maximum <b>Sum Insured</b> of the costs of: <ul style="list-style-type: none"> <li>a) An ambulance;</li> <li>b) Hospital accommodation and theatre fees;</li> <li>c) Orthotics, Splints and Prosthesis;</li> <li>d) Treatment given by a dentist; and</li> <li>e) If certified medically necessary, treatment given by a chiropractor; masseur; naturopath, osteopath or physiotherapist;</li> </ul> for the <b>Member</b> . This does not include costs covered by Medicare or other insurance schemes. |
| <b>Home Nursing Care</b>                          | Up to the weekly <b>Sum Insured</b> for up to the period shown in the <b>Certificate</b> for nursing care provided by a registered nurse (not related to the <b>Member</b> ) where they are confined to bed for a period of not less than 7 days if certified medically necessary   |
| <b>Ancillary Non Medical Expenses</b>             | Up to the <b>Sum Insured</b> for ancillary non medical expenses (expenses related to medical treatment if certified as necessary)   |
| <b>Rehabilitation Benefits</b>                    | Up to the <b>Sum Insured</b> for rehabilitation expenses, tuition or advice fees from a vocational college if certified as necessary and agreed to.   |
| <b>Unexpired Membership Reimbursement Benefit</b> | Pro-rata refund of <b>Your</b> club's or association's membership/registration fee from the date of injury if the <b>Member</b> can not play for the rest of the season   |
| <b>Double Capital Sum Insured</b>                 | Double the Capital <b>Sum Insured</b> is paid for a person under 12 years of age who suffers: <ul style="list-style-type: none"> <li>a) <b>Permanent</b> total disablement; or</li> <li>b) <b>Permanent</b> paralysis of all limbs.</li> </ul>  |
| <b>Miscarriage and Premature Childbirth</b>       | As a direct result of an <b>Accident</b> whilst participating in <b>your</b> sport <b>your Insurer</b> will pay the <b>Member</b> \$2,500 compensation.   |
| <b>HIV</b>  | 10% of the Permanent Total Disability Benefit 1. as listed in the Schedule of Capital Benefits if contracted as a result of an <b>Accident</b> .  |
| <b>Kidnapping</b>                                 | 10% of the Permanent Disability Benefit 1   |

|  |  |
|--|--|
|  | as listed in the Schedule of Capital Benefits. |
|--|--|

### Significant Risks: Exclusions

The policy will not provide insurance cover under certain circumstances. For example, **Your Insurer** will not pay for:

- more than one disability for each accident.
- a medical condition that was known or ought reasonably to have been known to the **Member** before the **Period of Cover**.
- a heart condition, stroke or other cardiovascular condition if the **Member** is over 35 years of age.
- an infection unless it can be shown that it was acquired as a result of direct contact while the **Member** was taking part in a competition, game, performance or training.
- a **Member** taking part in snow and ice sports, water skiing, or racing (other than racing on foot) unless it is the sport for which **You** are covered.
- a **Member** being under the influence of or addicted to a drug or an intoxicating liquor.
- a **Member** taking a performance enhancing drug.

Full details of the exclusions appear in the policy wording in the General Exclusions and in the specific exclusions in Section 1. **You** should read the policy wording and make yourself aware of all the exclusions that apply.

### Conditions

**You** must meet certain conditions for **your** insurance cover to apply. For example, **you** must pay the premium. Conditions of cover are shown in the 'General Conditions' section and in Section 1. **You** should make yourself aware of all the conditions that apply by reading the policy wording.

### Limits of Cover

**Our** liability is limited to the amount shown in the schedule that **we** will issue to **you**. **You** need to decide if the limits of cover are appropriate for **you**. If they are not, **you** may be underinsured and have to bear part of any loss yourself.

### Excesses & Waiting Periods

**Excesses** and **Waiting Periods** are applicable to any claim that **your Member** makes under the Sports Injury section of the policy. The **Excesses** and **Waiting Periods** applicable will be shown on the **Certificate**.

The **standard Excesses your Members** may be required to pay or the applicable **Waiting Periods** are:

Medical and Dental Costs – **your Members** may be required to contribute towards the cost of any

claimable medical treatment. The **amount your Members** may be required to pay will vary and will be determined to **your** individual circumstances. The amount will be shown on the **Certificate**. In addition to this amount, **your Members** may be required to pay an **Excess** of \$50 when they make a claim for this Additional Benefit if they do not have private health insurance.

Weekly Benefits – a **Waiting Period** of 7 days may apply.

Student Help – a **Waiting Period** of 7 days may apply.

Home Help – a **Waiting Period** of 7 days may apply.

Home Nursing Care – a **Waiting Period** of 7 days may apply.

**Your Insurer** may at its discretion increase any of the **Excesses** or **Waiting Periods** listed above based on **Your Insurer's** overall assessment of the risk and **your** claims or loss history. If **Your Insurer** increases any of the above listed **Excesses** or **Waiting Periods** this will be shown in **your Certificate**.

### **Cost of Your Policy**

The amount that **Your Insurer** charges **you** for this insurance when **you** first acquire **your Policy** and when **you** renew **your Policy** is called the premium. The premium is the total that **Your Insurer** calculates when considering all of the factors which make up the risk, such as:

- the type of cover **you** choose
- the amount of benefit chosen
- the individual circumstances of the insured, including matters such as the Sport which **your** club plays.

The total cost of **your Policy** is shown on **your** certificate and is made up of **your** premium plus Government Taxes such as GST, Stamp Duty and Fire Service Fees.

### **What happens if you do not pay the cost of your Policy by the due date?**

**Your Insurer** will have the right to cancel **your Policy** if **you** do not pay **your** premium by the due date or if **your** payment method is dishonoured and therefore **your Insurer** has not received **your** payment by the due date. Unless **your Insurer** tells you, any payment reminder **Your Insurer** sends does not change the expiry date of **your** cover or the due date of **your** premium.

### **Paying By Instalments**

- Where **you** pay **your** premium by instalments:
  - **Your Insurer** will not pay any claim if at the time of the incident giving rise to the claim occurred at least one instalment of premium remained unpaid for 14 days or more;
  - If any instalment of premium has remained unpaid for 30 days, the **Policy** will come to an end without notice to **you**.
- In the event of a claim, any balance of the annual premium will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of **your** claim.
- If the financial institution holding **your** account return or dishonour a direct debit payment due to lack of funds in **your** account, **Your Insurer** will charge **you** any direct or indirect costs which **Your Insurer** incurs arising from the payment being returned or dishonoured.

## Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of **your** insurance **Policy** include:

| Costs or fees          | Details   |
|------------------------|---|
| Cancellation Fee       | <p><b>You</b> may cancel <b>your Policy</b> at any time. If <b>you</b> choose to cancel <b>your Policy</b> <b>Your Insurer</b> will retain a portion of the premium which relates to the period for which <b>you</b> have been insured. <b>Your Insurer</b> will refund the residue for the unexpired period, less any non-refundable government taxes or charges or provided that:</p> <ul style="list-style-type: none"> <li>• No event has occurred where liability arises under the <b>Policy</b>; and</li> <li>• <b>you</b> pay the applicable cancellation fee.</li> </ul> <p>For details of <b>your</b> cancellation fee please refer to <b>your</b> Financial Services Guide (FSG), Statement of Advice (SOA) or contact <b>your</b> broker or insurance intermediary directly.</p> |
| Monthly Instalment Fee | <p>If <b>you</b> choose to pay <b>your</b> premium in monthly instalments <b>you</b> may incur a monthly instalment fee. For details of <b>your</b> monthly instalment fee please refer to <b>your</b> FSG, SOA or contact <b>your</b> broker or insurance intermediary directly.</p>   |
| Administration Fee     | <p><b>Your</b> broker or insurance intermediary may charge an administration fee for issuing <b>your Policy</b> documentation. For details of <b>your</b> administration fee please refer to <b>your</b> FSG, SOA or contact <b>your</b> broker or insurance intermediary directly.</p>   |
| Commissions            | <p><b>Your</b> broker or insurance intermediary may receive a commission payment from the <b>Insurer</b> when <b>your Policy</b> is issued and renewed. If <b>you</b> cancel <b>your Policy</b>, this commission payment may be non-refundable. For details of the relevant commission paid please refer to <b>your</b> FSG, SOA or contact <b>your</b> broker or insurance intermediary directly.</p>  |

## Cooling off period

There is a 21 day cooling off period. If **you** are not completely satisfied with **your** policy you can cancel it by contacting **us** in writing within 21 days of the date of issue of **your** policy. We will refund **your** premium less any non refundable government charges and taxes that we have paid.

**You** do not have a right to cancel **your** policy if **you** make a claim for any incident within the 21 day period.

For cancellation rights after the 21 day period, please read Cancelling Your Policy in General Conditions.

### **Duty of Disclosure For The Sports Injury Section of the Policy**

Whether **you** are entering into a policy for the first time or are proposing to renew, vary, extend or reinstate a policy **you** have a duty of disclosure.

#### **Your Duty of Disclosure for New Policies**

When answering our questions **you** must be honest and **you** have a duty under law to tell us and **Your Insurer** anything known to **you**, and which a reasonable person in the circumstances, would include in the answer to the question. **Your Insurer** will use the answers in deciding whether to insure **you** and anyone else to be insured under the policy, and on what terms.

#### **Your Duty of Disclosure for Renewals**

If **you** have already entered into a policy and **you** are proposing to renew, vary, extend or reinstate the policy **your** duty of disclosure changes. **You** have a duty to tell us and **Your Insurer** everything that **you** know, or could reasonably be expected to know, that is relevant to **Your Insurer's** decision to insure **you** and to the terms of that insurance. If **you** are not sure whether something is relevant **you** should inform us and **Your Insurer** anyway.

#### **Who Needs To Tell Us?**

It is important that **you** understand **you** are answering our questions in this way for **yourself** and anyone else that **you** want to be covered by the policy.

#### **What You Are Not Required to Disclose**

**Your** duty does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- **Your Insurer** knows or, in the ordinary course of **their** business ought to know, and
- **Your Insurer** has indicated **They** do not want to know.

#### **If You Do Not tell Us**

If **you** do not answer our questions in this way or disclose everything **you** know, **Your Insurer** may reduce or refuse to pay a claim, or cancel the policy. If **you** answer our questions

fraudulently, **Your Insurer** may refuse to pay a claim and treat this policy as never having been in force.

## Important Notices

### Your Duty of Disclosure

This policy is subject to The Insurance Contracts Act 1984. Under that Act **You** have a Duty Of Disclosure. This means:

- a) When **You** ask for cover, **You** must tell **Your Insurer** all that **You** know about the risk that **You** want covered which may affect **Your Insurer's** decision:
  - i. Whether to offer **You** cover
  - ii. If **They** do the terms and cost of such cover.
- b) If **You** ask for the cover to be renewed, extended, varied or reinstated **You** have the same duty as in paragraph A. and **You** must tell **Your Insurer**
  - i. If there has been any changes in what is covered; and
  - ii. Of all things which may increase the chances of a claim.

### If Things Change

After **Your Insurer** has agreed to cover **You** and while **You** are covered **You** must tell **Your Insurer** of all changes that may increase the chances of a claim. In particular **You** must tell **Your Insurer**, if:

- a) **Your** club, league or association varies the scope of what it does.
- b) **Your** club or league loses its affiliation with **Your** sports controlling body.
- c) **Your** membership grows by more than 10%

If things do change **Your Insurer** may agree to vary the policy. Unless **They** agree to such changes **They** may reduce their liability or refuse to pay a claim.

### If You Fail In Your Duty Of Disclosure

If **You** don't tell **Your Insurer** something **You** know which may affect **Their** decision to offer **You** cover or the terms of that cover **They** may be allowed to:

1. Reduce the amount that **They** have to pay for a claim. This may mean that **They** do not have to pay **You** anything.

2. Cancel this policy. **They** may even be allowed to avoid this policy (treat this policy as if it never existed) from when it began if **You**;
  - a) Lie to **Them**
  - b) Deliberately or recklessly keep information from **Them**, or
  - c) Recklessly give **Them** false information

### **What You Don't Have To Tell Them**

**You** do not have to tell **Your Insurer** of anything:

1. That reduces the chances of a claim. But, if **You** do, it may let **Them** offer **You** better terms at a lower premium.
2. That is common knowledge.
3. That **They** should know as a normal part of **Their** business.
4. If **They** waive **Your** duty of disclosure.

### **If You Reduce Their Rights**

**Your Insurer** will not pay that part of a claim where **You** have agreed to limit or exclude **Your** rights to recover **Your** loss from another party.

### **Section 3 Professional Indemnity Only**

1. **Your Insurer** will not cover **You** for claims that arise from:
  - a) A **Breach of Duty** that occurred before the **Retroactive Date**.
  - b) Facts that **You** were aware of before this policy began.
2. If during the **Period of Cover** **You** become aware of a claim or facts that may lead to a claim **You** must tell **Your Insurer** about them as soon as **You** can during the same **Period of Cover**.  
If **You** :
  - a) Do, **Your Insurer** may pay the claim even if it is made after the **Period of Cover**. This does not apply to a **Breach of Duty** that occurred before the **Retroactive Date**.
  - b) Do not, **Your Insurer** may not pay any resulting claim.

**Your** Professional Indemnity insurance is issued on a "Claims Made and Notified" basis.

Subject to its terms and conditions, the Policy will cover **Your** civil liability for a **Breach of Duty** arising from any Claim first made against **You** during the **Period of Cover**.

This means that **Your** "Agreement to Cover **You**" clause responds to:

- a) claims first made against **You** during the **Period of Cover** and notified to **Your Insurer** during the **Period of Cover**, provided that **You** were not aware at any time prior to the start of the policy of circumstances which would have put reasonable person in **Your** position on notice that a claim may be made against him/her;
- b) Section 40 (3) of the Insurance Contracts Act 1984 however, provides that an insurer cannot refuse to pay a claim by reason only that the claim was made after the expiration date of the Policy in circumstances where **You** gave notice in writing to the insurer of facts that might give rise to a claim as soon as was reasonably practicable after **You** became aware of those facts but before the end of the **Period of Cover**.

The Policy however, will NOT cover **Your** civil liability for a **Breach of Duty** arising from any Claim:

- a) first made prior to the start date of the Policy; or
- b) directly or indirectly based upon, or attributable to, or in consequence of, any incident, occurrence, fact or matter known to **You** prior to the start date of the Policy and which **You** knew, or ought to reasonably have known, had the potential to give rise to a Claim under the Policy; or
- c) directly or indirectly based upon, or attributable to, or in consequence of any fact, matter, circumstance or occurrence which has been notified under any other insurance which you had or which started prior to the start date of the Policy.
- d) if the **Breach of Duty** giving rise to the Claim occurred prior to the **Retroactive Date**.

### **Don't Prevent Your Insurer's Right of Recovery**

If **You** have agreed not to seek compensation from another person who is liable to compensate **You** for any loss, damage or liability which is covered by this policy **Your Insurer** will not cover **You** under this policy for that loss, damage or liability.

### **Dispute Resolution.**

**How You can resolve a complaint You have with Your Insurer.**

If **you** would like to make a complaint **Your Insurer** will do everything **they** can to try and resolve it as quickly and fairly as possible. The following paragraphs provide details on how **you** can lodge **your** complaint and how Calliden will try to resolve it.

**You** may contact us at any time if **You** are dissatisfied with any matter relating to **Your** insurance

with Calliden, including:

- **Your Insurer's** decision on **Your** claim;
- **Your Insurer's** handling of **Your** claim;
- The service of **Your Insurer's** representatives, assessors, loss adjusters or investigators; and
- **Your** insurance policy

### Contact Your Insurer

- If you have a complaint regarding your claim, please contact your claims consultant.
- If you have a complaint regarding your insurance policy please contact **Your Insurer** on 02 9551 1111 and **they** will try and resolve **Your** complaint straight away.
- You can write to **Your Insurer** at;
  - Fax: 02 9551 1155
  - Address: Calliden, PO Box 348, Milsons Point NSW 1565

### How Your Insurer Resolves Complaints

- **Your Insurer** will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and **Your Insurer's** Complaints Brochure, which contains a guide to **their** process, are available upon request.
- **Your Insurer** will handle all complaints without cost to **you**.
- A complaints consultant will be assigned the management of **your** complaint and will acknowledge **your** complaint within 2 business days of receipt. If further information is required to consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve **your** complaint within a further 13 business days. In certain circumstances a longer period may be required, and **Your Insurer** will request a later response date.
- The outcome of the complaint will be advised to **you** in writing, stating **Your Insurer's** reasons and any corrective action that will be undertaken.

### If Your Complaint Is Still Unresolved

If **Your Insurer** cannot resolve **your** complaint within 15 business days or **you** are not happy with **their** response to **your** complaint, **you** can seek an external review via **Your Insurer's** external

dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 780 808 or visit [www.fos.org.au](http://www.fos.org.au)

If the FOS is unable to address your complaint then Calliden may be able to provide you with details of an alternative external dispute resolution service.

## Privacy statement

Calliden respects **your** privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how Calliden treats **your** privacy and it is recommended that you read the policy in conjunction with this notice.

Calliden collects personal information to assess **your** request for insurance, to administer **your** policy, provide other insurance services as requested by **you** and also to notify **you** about other Calliden services or promotions from time to time. At the time of collecting **your** information **they** will inform **you** of the purpose for the collection and the consequences if **you** choose not to provide the information.

In order to provide its insurance services Calliden may need to share **your** information with third parties including **your** agent or broker and Calliden reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy **you** may obtain access at any time to information that Calliden or its service providers hold on **you**. If **you** would like to contact Calliden about privacy, or would like to obtain a copy of the privacy **you** may do so through one of the following means:

- obtain the privacy policy online at [www.calliden.com.au](http://www.calliden.com.au)
- by phone 02 9551 1111
- by email to [privacy@calliden.com.au](mailto:privacy@calliden.com.au)
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565

## General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice (Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact **them** or the Financial Ombudsman Service on 1300 780 808 or visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## The Policy: Agreement To Cover You

### Your Insurers Agreement To Cover You

Your Insurer agrees to give You the cover that is shown in this policy and in Your Certificate for:

#### Section 1 Sports Injury

1. If Section 1 is shown as being chosen by You in the Certificate.
2. For the Period of Cover that is shown in the Certificate.
3. When an event causing a claim takes place during the Period of Cover for which You have paid or agreed to pay the premium.

#### Section 2 Sports Liability

1. If Section 2 is shown as being chosen by You in the Certificate.
2. For the Period of Cover that is shown in the Certificate.
3. When an event causing a claim takes place during the Period of Cover for which You have paid or agreed to pay the Premium.

#### Section 3 Professional Indemnity

1. If Section 3 is shown as being chosen by You in the Certificate.
2. For the Period of Cover that is shown in the Certificate for which You have paid or agreed to pay the premium.
3. When a claim for a Breach Of Duty is first made against You during the Period of Cover and You tell Your Insurer about it during the same period.
4. If facts that may lead to a claim for a Breach Of Duty:
  - a) First come to Your notice during the Period of Cover ; and
  - b) You elect to tell Your Insurer about them during the same period;then when a claim is made it will be covered under the terms of the policy that was current when You notified Your Insurer.

## Definitions

In this book, in the **Application** Form **You** complete to obtain this insurance and in the **Certificate** each word and phrase that is shown in Bold and Italic type has been given a special meaning. Those meanings are shown below.

### **Accident** means:

A sudden, unexpected specific event which occurs at an identifiable time and place causing injury or disability which is not any sickness or disease or degenerative condition.

### **Act of Terrorism** means:

Any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i. involves violence against one or more persons;
- ii. involves damage to property;
- iii. endangers life other than that of the person committing the action;
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

### **Advertising Liability** means:

1. Infringement of patent, copyright, design or title or slogan;
2. Infringement of trademark, trade name or service mark but only where used in connection with goods or services sold or offered for sale or advertised;
3. Any invasion or right of privacy;
4. Piracy or unfair competition or idea misappropriation under an implied contract; where this occurs unknowingly and unintentionally by **You** and is committed or alleged to have been committed during the period of cover in any publicity article, advertisement, broadcast or telecast and arising out of **Your** advertising activities.

**Aircraft** means:

Any vessel, craft, device or thing designed to fly in or through the atmosphere or space including any vessel, craft, device or thing made or intended to be propelled on a cushion of air over the surface of land or water.

**Application** means:

The form completed by **You** giving answers, particulars and statements in respect of the insurance required by **You**.

**Breach Of Duty** means:

A breach of **Your** duty that arises from an:

1. Act;
2. Error; or
3. Omission;

that **You** commit while **You** are acting in **Your** professional capacity.

**Business** means:

The business, trade or occupation specified in the **Certificate**. This definition only applies if the **Certificate** shows that **you** have 'Business Cover'.

**Certificate** means:

The Sport Policy certificate that **Your Insurer** has issued. This certificate is part of this Policy. It will show the cover that **You** have chosen plus any **Excess** or special term that **Your Insurer** has imposed.

**Electronic Data** means:

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

**Employee** means:

Any person employed under a contract of service by **You** but does not include a director, principal, partner, consultant, contractor, subcontractor or agent of **Yours**.

**Excess** means:

The amount that **Your Insurer** will deduct from a claim settlement. This amount of excess applicable to each section of cover and benefits is shown in the **Certificate**. Any costs and expenses incurred by **You** in the investigation, settlement or defence of any claim for compensation are included in the excess amount.

**Income** means:

Earnings from personal exertion net of expenses but before personal and income tax deductions and excluding bonuses, commissions, overtime payments or other allowances.

**Limit of Indemnity** (this applies to claims made against **You**) means:

The amount that is shown in the **Certificate**. This amount is the most that **Your Insurer** will pay for any:

1. **Occurrence**, or
2. **Breach Of Duty**.

**Please Note**

**Your Insurer** will only pay up to the greatest **Limit Of Indemnity** when a claim can be paid under:

- a) More than one section of this Policy; or
- b) Another Policy that **They** have issued to **You**;

The **Limits Of Indemnity** may not be combined.

**Member (s)** means:

- a) Any of **Your** registered members or social members of **Your** club or volunteers (but not **Your Employees**) but only whilst acting in connection with the **Business** or club activities and whilst conforming to club rules and by-laws. Where the person claiming indemnity under this sub-clause is entitled to indemnity under any other policy of insurance, the indemnity granted herein will only apply in respect of any amount in excess of that provided by such policy.
- b) Players, coaches, managers, referees, team workers, officials and other personnel who are engaged in and appropriately registered for the purpose of participating in the sport named in the **Certificate** or who are engaged in sporting activities in the conduct of the **Business**.

**Occurrence** means:

An event that **You** do not expect or **You** do not intend to happen.

**Please Note**

A series of events will be treated as one event, if they arise from:

- a) One cause; or

b) Continuous or repeated exposure to substantially the same general conditions.

**Period of Cover** means:

The period specified in the **Certificate**.

**Permanent** means:

This special meaning is for Section 1 only:

Having lasted 365 consecutive days and at the expiry of that period is certified by a legally qualified medical practitioner as being beyond hope of improvement.

**Personal Injury** means:

1. Death, bodily injury, disability, disease, sickness, shock, fright, mental anguish and mental injury.
2. The effects of.
  - a) Assault or battery that is not committed by **You** or at **Your** direction.
  - b) Assault or battery that is due to **You** using, or someone at **Your** direction using, reasonable force necessary to prevent harm to a person or property.
  - c) Eviction.
  - d) False arrest, wrongful restraint, wrongful eviction, denial of liberty, malicious prosecution and humiliation.
  - e) Libel, slander, defamation of character or invasion of right of privacy.
  - f) Malicious prosecution.
  - g) Wrongful entry.

**Pollutants** means:

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**Premium** means:

The amount payable by **You** for the insurance provided by **Your Insurer** under this policy including all applicable taxes, duties and imposts.

**Product** means:

Any thing or things (including any packaging, containers, directions, markings, instructions, warnings or specifications) manufactured or deemed manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by **You** or on **Your** behalf in the course of **Your Sport** after physical possession has been passed to others.

**Products Liability** means:

Liability for **Personal Injury** or **Property Damage** arising out of **Your Products** after physical possession of **Your Product** has been passed to others.

**Property Damage** means:

- a) Physical loss, destruction or damage to tangible property, including loss of use of that property at any time resulting there from; or
- b) Loss of use of tangible property not physically lost, destroyed or damaged where such loss of use results from physical loss, destruction or damage to other tangible property.

**Retroactive Date** means:

The date before which no **Breach Of Duty** is covered. This date is shown in the **Certificate**.

**Sum Insured** means:

The amount of any benefit payable under Section 1 for which a **Member** is covered. These amounts are shown in the **Certificate**.

**Vehicle** means:

Any machine on wheels or self-laid tracks, designed to be propelled by other than manual or animal power and any trailer or other attachment designed to be drawn by any such machine but not including an **Aircraft** or **Watercraft**.

**Waiting Period** means:

The time in days when **Your Insurer** will not pay the daily or weekly **Sum Insured**. This time is shown in the **Certificate**. It starts on the day that the **Member** seeks medical treatment after an **Accident**.

**Watercraft** means:

Any vessel, craft, device or thing designed to float on or in water or to travel on or through water.

**Your Insurer, Your Insurers, Their, They** means:

Calliden Insurance Limited (Calliden)

ABN 47 004 125 268, AFS Licence No. 234438

Level 7, 100 Arthur Street

North Sydney NSW 2060

Phone: 02 9551 1111

Fax: 02 9551 1155

**You, Your, Yours** means:

Each person or legal entity that is shown by name in the **Certificate** as 'The Insured'.

1. Under Section 2 Sports Liability, **You, Your, Yours** is extended to include:

- a) Any director or **employee**. They are covered when they are acting for **You** in that position.
- b) Any member, player, coach or official of **Your Business**, club, league or association. They are covered when they are engaged in any legal activity that is connected with that **Business**, club, league or association. If the Certificate shows that **You** have 'Business Cover', this definition does not include members or players of **Your Business**.
- c) Any member of a social club formed with **Your** consent for **Your Employees**. They are covered when they are engaged in any legal activity that is connected with that club.
- d) Any voluntary worker. They are covered when they are acting for **You**.
- e) **Your** landlord. The cover is for when **Your** landlord is liable for **Your** negligence. It is limited to liability that is imposed by a written lease or written agreement. Liability must arise solely out of an **Occurrence** connected with **Your** occupation of the premises leased from that landlord.

Under Section 3 Professional Indemnity the meaning of **You, Your, Yours** is extended to include:

A qualified person whom **You** have appointed to:

- a) coach or train **Your Members**.
- b) umpire or referee at a competition, game or performance.
- c) officiate at a competition, game or performance.

Such a person is covered while they are acting in that position for **You** at events arranged by **You** or **Your Business** or sporting association.

**Your Sport** means:

The Sport of **Your Business**, club, league or association specified in the **Certificate** and includes all official activities connected with the sport

## Making A Claim

### How to Claim

If **You** become aware of an event that may lead to a claim, **You** must:

1. Tell **Your Insurer** about it as soon as **You** can.
2. Within the next 30 days give **Your Insurer** in writing full details of the event. This must include all proofs for which **They** may ask.
3. Tell the Police as soon as **You** can if **You** think the claim was due to a crime.
4. Take all reasonable steps to stop further:
  - a) Loss or damage.
  - b) Loss of use of property.
  - c) Injury.
5. Send **Your Insurer** as soon as **You** can any demand or legal notice that **You** may get.
6. Tell **Your Insurer** as soon as **You** can after **You** know that a claim or legal action may be made or taken against **You**.
7. Tell **Your Insurer** as soon as **You** can after **You** know that an inquest or enquiry will or may be held about an event that may result in a claim under this policy.
8. Give **Your Insurer** all the help that **They** need to:
  - a) Assess, investigate or settle a claim.
  - b) Defend a claim made against **You**.
  - c) Make a recovery.

### Who Controls Claims

**Your Insurer** controls all claims.

1. Unless **They** agree in writing **You** must not:
  - a) Admit, deny, negotiate, settle or in any way compromise a claim.
  - b) Incur any costs in making good any damage.
  - c) Incur legal costs for a claim.
2. **Your Insurer** will be entitled to:
  - a) Enter the premises where the loss or damage has taken place.
  - b) Take legal action at **Their** expense in **Your** name. Conduct, control or compromise any such action. If **They** make a recovery **You** are only entitled to the amount that exceeds the amount **They** have paid or admitted including **Their** costs.
  - c) Represent **You** or any other person who may be entitled to claim under this Policy at any inquest or official enquiry.
3. **Your Insurer** will not insist on making or defending a claim in court in **Your** name if Senior Counsel advises that:

- a) There is little or no reasonable chance of winning.
- b) The cost of such an action could not be justified.
- c) There is little or no reasonable chance of recovering damages and costs from the other party.

**Your Insurer** will consult **You** about the appointment of the Senior Counsel. **They** will pay the cost of the Counsel.

### **Discharge of Liabilities**

- a) **Your Insurer** may at any time pay to **You**, or on **Your** behalf, in respect of any claim:
  - i. the amount of the **Limit of Indemnity**; or
  - ii. any lesser sum for which the claim can be settled after deduction of any sum already paid as compensation in respect of the claim.
- b) Upon the payment set out in paragraph (a), **Your Insurer** will relinquish control of the claim and be under no further liability under this policy in connection with the claim except for costs, charges and expenses:
  - i. recoverable from **You** in respect of the period prior to the date of the payment, whether or not pursuant to an order made subsequently; and
  - ii. incurred by **Your Insurer** or incurred by **You** with **Your Insurer's** written consent prior to the date of the payment.
- c) **Your Insurer** will not pay for any claim or judgment or defend any claim after the **Limit of Indemnity** has been exhausted.

It is general practice for **You** to report claims to **Your Insurer** through **Your** insurance broker, who should assist **You** with the handling of the claim.

## General Conditions

### Cancelling Your Policy

**You** may cancel this Policy at any time. **Your** request must be in writing. If **You** do not specify the date of cancellation, **Your Insurer** will cancel **Your** Policy from the day that **They** receive **Your** request. **They** will refund to **You** the premium in proportion to the unexpired period of **Your** normal sports season less **Their** cancellation charge and any non refundable taxes. **They** may only cancel this Policy according to The Insurance Contracts Act 1984. If **They** do cancel **Your** Policy **They** will refund the premium for the unexpired **Period of Cover** after deducting any non refundable taxes.

### If Things Change

After **Your Insurer** has agreed to cover **You** and while **You** are covered **You** must tell **Them** of all changes that may increase the chances of a claim. In particular **You** must tell **Them**, if:

1. **Your Business**, club, league or association varies the scope of what it does.
2. **Your Business**, club or league loses its affiliation with **Your** sport's governing body.

If things do change **Your Insurer** may agree to vary the policy. Unless **They** agree to such changes **They**:

- a) Can cancel the policy; or
- b) May refuse to pay a claim.

### If You are Covered, by another Policy

When there is a claim **You** must tell **Your Insurer** if there is any other insurance policy that may give full or partial cover for the event claimed.

### If You Pay the Premium by Instalments

If an instalment **Premium** is not paid within 31 days of becoming due **Your Insurer** may:

1. Not pay a claim that takes place 31 days after the instalment was due.
2. Cancel **Your** Policy.

**Your Certificate** will show if **Your Premium** is paid by instalments.

### Premium Adjustments

If the first or renewal **Premium** for this policy is calculated on information and estimates furnished by **You**, **You** must:

1. keep an accurate record containing all relevant particulars and allow **Your Insurer, their** agents and representatives, to inspect them at all times; and
2. within two months of the end of each **Period of Cover** furnish them to **Your Insurer**.

Based on this information provided the **Premium** for **Your** insurance may be adjusted.

### **Your Insurer's Rights**

Unless **Your Insurers** give **Their** consent to a change in writing:

1. The terms in this Policy will bind all parties.
2. **They** will not give up any of **Their** rights.

### **Taking Care**

**You** must:

1. Take all reasonable care to prevent loss, damage or injury.
2. Comply with all laws and regulations, by laws and ordinances.

### **Transfer of this Policy**

No interest in this Policy can be transferred unless **Your Insurer** gives **Their** consent in writing.

## What's Not Covered

These exclusions apply to all Sections of this Policy. **Your Insurer** will not pay for any claims:

**1. Alteration, Additions and Construction**

caused by or arising directly or indirectly out of or in connection with the construction, erection, demolition, underpinning, weakening or removal of support, alteration or installation work by **You** or on **Your** behalf except to a facility owned or occupied by **You** for the purpose of **Your Sport** or **your Business** or Sporting association where the total cost of all work is less than \$100,000.

**2. Asbestos**

in respect of **Personal Injury** or **Property Damage** directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

**3. Computers and Technology**

- a) for **Property Damage** to **Electronic Data** caused by or arising directly or indirectly out of the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **Electronic Data** or any error in creating, amending, entering, deleting or using **Electronic Data** or total or partial inability or failure to receive, send, access or use **Electronic Data** for any time at all or any consequential loss resulting there from;
- b) caused by or arising directly or indirectly out of or in connection with the use of an intranet or the Internet (including but not limited to the World Wide Web and electronic mail systems) by **You** or on **Your** behalf; or
- c) caused by or arising directly or indirectly out of or in connection with computer hardware or software that does not meet Year 2000 Conformity, within the meaning of that term in Miscellaneous Paper SAA/SNZ MP77:1998 "A Definition of Year 2000" published by Standards Australia and as amended or substituted from time to time.

#### 4. Contractual Liabilities

assumed by **You** under any contract or agreement except where the liability would have been implied by law in the absence of the contract or agreement.

#### **What's Not Covered 4.**

Please tell **Your Insurer** if **You** have agreed to:

- a) Accept Liability; or
- b) Limit or exclude **Your** rights of recovery.

**They** may be able to cover **You**.

Such cover will:

- a) Be limited to specific agreements; and
- b) Cost more.

#### 5. Employer's Liability

imposed or implied by or covered under:

- i. any workers compensation act or any other similar law, act or ordinance relating to compensation for injury to any person employed by **You** or deemed by law to be employed by **You**;
- ii. any industrial award, agreement or determination or any contract of employment or workplace agreement, to the extent that **You** would not have been liable in the absence of that award, agreement, determination or contract; or
- iii. any law relating to wrongful or unfair dismissal, denial of natural justice, defamation, false or misleading conduct or advertising, misrepresentation, harassment or discrimination in respect of employment by **You**.

#### 6. Fines and Penalties

for fines, penalties, liquidated, aggravated, exemplary or punitive damages.

#### 7. Fraudulent and Intentional Conduct

caused by or arising directly or indirectly out of or in connection with:

- a) dishonest, fraudulent, criminal or malicious conduct;
- b) wilful breach of statute; or

- c) conduct intended to cause **Personal Injury** or **Property Damage** (or conduct with reckless disregard for **Personal Injury** or **Property Damage**)

by **You** or anyone acting on **Your** behalf or with **Your** knowledge or connivance.

**8. Molestation**

caused by or arising directly or indirectly out of or in connection with the molestation of, or physical or psychological interference with, any person.

**9. Money and Securities**

for loss or damage to cash, securities, bullion, gold or negotiable instruments owned by **You** or for which **You** have assumed a responsibility.

**10. Pollution**

for:

- a) **Personal Injury** or **Property Damage** or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration, emission or escape of **Pollutants**; or

- b) the cost of testing, monitoring, containing, removing, nullifying or cleaning up **Pollutants**

except liability otherwise excluded under paragraph (a) or (b) that: arises from a sudden identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place.

**Your Insurer** will not pay for more than the **Limit of Indemnity** for all Claims in the aggregate occurring during any one **Period of Cover**.

**11. Toxic Mould**

arising directly or indirectly from or relating to mould, fungus, mildew or spores. This exclusion applies to any potential, alleged or actual liabilities and agreement to defend or indemnify.

**12. Underground Services**

caused by or arising directly or indirectly out of or in connection with **Property Damage** to any underground services except where **You** have contacted the appropriate authorities to verify the existence and location of underground services and have obtained from them a plan detailing the location of such services prior to commencement of work.

**13. Vehicles**

Caused by or arising directly or indirectly out of or in connection with the ownership, possession, maintenance, use or control of any **Vehicle**:

- a) which is registered or required to be registered by any legislation or competent authority, except where such liability is caused by:
  - i. the loading or unloading of any **Vehicle** or the delivery or collection of goods to or from any **Vehicle**, where such **Personal Injury** or **Property Damage** occurs beyond the limits of any carriageway or thoroughfare declared as a designated road; or
  - ii. the use of any mechanical tool or plant attached to or forming part of any **Vehicle**, whilst the **Vehicle** is being used at **Your Premises** or another work site for the purpose of **Your Sport** but not whilst the **Vehicle** is in transit or is being used for transport or haulage; or
- b) where such liability is insured or required to be insured by any legislation or competent authority.

#### 14. **War, Terrorism and Nuclear Material**

- a) caused by or arising directly or indirectly out of or in connection with war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion, coup, military rising, insurrection, military or usurped power, rebellion, revolution, confiscation, nationalisation, requisition or looting, sacking or pillage, destruction of or damage to property by or under the order of any government or local authority;
- b) for death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- c) for death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any **Act of Terrorism**; or
- d) caused by or arising directly or indirectly out of or in connection with nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel or from any other self-sustaining process of nuclear fission.

#### 15. **Welding and Allied Processes**

caused by or arising directly or indirectly out of or in connection with non-compliance by **You** or by others working on **Your** behalf with all applicable laws and standards relating to welding and allied processes including, but not limited to, AS 1674.1-1997 "Safety in welding and allied processes – Fire precautions" published by Standards Australia and as amended or substituted from time to time.

## Section 1 Sports Injury

### Who's Covered

#### Your Members

#### What Your Members are Covered for

Death disability or injury due to an **Accident** happening during the **Period of Cover** which occurs while the **Member** is taking part in the events listed below. This includes death disability or injury due to exposure to the weather following such an **Accident**.

#### Covered Events

**Your Members** are covered when they:

1. Take part in a competition, game, performance or training session.
2. Attend a social function.
3. Travel to or from a competition, game, performance, social function, training session, administrative, fundraising or volunteer activity (subject to Limitation 2 in Section 1).
4. Stay away from their home to take part in a competition, game, performance, social function, training session or administrative activities.
5. Are engaged in administrative, fundraising or volunteer activities.

The competitions, games, performances, social functions, training sessions, administrative, fundraising or volunteer activities must be:

1. For **Your Sport** that is shown in the **Certificate**; and
2. Arranged by **You** or by **Your Business** or sporting association.

### Who's Not Covered

1. A **Member** who fails to obtain and follow medical advice from a registered medical doctor about a condition for which a claim is made.
2. A **Member** who does not have a medical examination which **Your Insurer** has requested. **They** will pay for the examination.

### What's Not Covered

These specific exclusions are in addition to the General Exclusions.

1. Death disability or injury that:
  - a) Can be claimed for under workers' or accident compensation legislation, compulsory third party cover or any other compulsory statutory scheme.

- b) Is deliberately self-inflicted or occurs while the **Member** is participating in a riot or a criminal or illegal act.
- c) Takes place when a **Member** is flying unless the **Member** is a passenger on a licensed airline.
- d) Is directly or indirectly caused or contributed to by or in consequence of stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder.

2. Death disability or injury that is due to:

- a) A medical condition that was known or ought reasonably to have been known to the **Member** before the **Period of Cover**;
- b) A heart condition, stroke or other cardiovascular condition if the **Member** is over 35 years of age;
- c) An infection unless it can be shown that it was acquired as a result of direct contact while the **Member** was taking part in a competition, game, performance or training;
- d) A **Member** taking part in snow and ice sports, water skiing, or racing (other than racing on foot) unless it is the sport for which **You** are covered;
- e) A **Member** being under the influence of or addicted to a drug or an intoxicating liquor;
- f) A **Member** taking a performance enhancing drug.;
- g) Pregnancy or childbirth except as provided for in Benefit 18;
- h) A **Member** taking part in the insured sport as a professional in that the Member's sole income is derived from participating in the sport.

## How Your Insurer Pays Claims

**Your Insurer** will pay claims covered by this Section on the basis set out below. **Your Insurer** will not pay any more than the Aggregate Limit of Liability shown on the **Certificate** for all claims by all **Members** during the **Period of Cover**.

The **Sums Insured**, **Excess** or **Waiting Period** applicable to each of the following benefits 1 to 18 is shown on the **Certificate**.

1. **Death**

**Your Insurer** will pay the capital **Sum Insured** to the estate of a **Member** who dies as a direct result of an accident covered by this section. The death must take place within 365 days of the accident that caused it.

They will not pay more than 20% of the capital **Sum Insured** if the **Member** is under 18 years old at the time of death.

## 2. Permanent Disability

Your Insurer will pay the **Member** that percentage of the capital **Sum Insured** that is shown next to the disability in the table below. The disability must take place within 365 days of the **Accident** that caused it occurring.

### Schedule of Capital Benefits

|  |      |
|--|------|
| 1. <b>Permanent</b> total disablement  | 100% |
| 2. <b>Permanent</b> paralysis of all limbs   | 100% |
| 3. <b>Permanent</b> loss of use of two limbs   | 100% |
| 4. <b>Permanent</b> loss of use of one limb  | 100% |
| 5. <b>Permanent</b> total loss of sight  | 100% |
| 6. <b>Permanent</b> total loss of sight in one eye                                     | 100% |
| 7. <b>Permanent</b> total loss of sight or the lens in one eye                         | 50%  |
| 8. <b>Permanent</b> total loss of hearing  | 75%  |
| 9. <b>Permanent</b> total loss of hearing in one ear                                   | 25%  |
| 10. <b>Permanent</b> Total Loss of : -Liver  | 75%  |
| 11. -Two kidneys   | 75%  |
| 12. -One kidney  | 35%  |
| 13. -Sexual function   | 45%  |
| 14. -Two testicles   | 40%  |
| 15. -One testicle  | 7.5% |
| 16. -Spleen  | 30%  |
| 17. <b>Permanent</b> disfigurement to 100% of the surface of the head and neck         | 50%  |
| 18. <b>Permanent</b> disfigurement to 100% of the surface of the remainder of the body | 25%  |
| 19. <b>Permanent</b> total loss of use of a thumb and all fingers on one hand          | 70%  |
| 20. <b>Permanent</b> total loss of use of all the fingers on one hand                  | 40%  |
| 21. <b>Permanent</b> total loss of use of a thumb                                      | 30%  |
| 22. <b>Permanent</b> total loss of use of one joint of a thumb                         | 15%  |
| 23. <b>Permanent</b> total loss of use of a finger                                     | 10%  |
| 24. <b>Permanent</b> total loss of use of two joints of a finger                       | 7.5% |
| 25. <b>Permanent</b> total loss of use of one joint of a finger                        | 5%   |
| 26. <b>Permanent</b> total loss of use of a foot                                       | 15%  |

|   |      |
|---|------|
| 27. <b>Permanent</b> total loss of use of a big toe   | 5%   |
| 28. <b>Permanent</b> total loss of use of one joint of a big toe  | 3%   |
| 29. <b>Permanent</b> total loss of use of each other toe  | 3%   |
| 30. Broken leg or kneecap that will not join  | 10%  |
| 31. Shortening of a leg by at least 5 centimetres   | 7.5% |
| 32. Any <b>Permanent</b> Disability or Disfigurement that is not total or is not listed under Events 7 to 31 above will be paid for in proportion to the degree of <b>Permanent</b> Disability as compared with the cases as listed above without taking into account the occupation of the Member. |      |

**Your Insurer** will pay such a percentage of the Capital Benefit that **They** in **Their** absolute discretion determine and being in **Their** opinion not inconsistent with the compensation provided under Events 7 to 31 inclusive, limited always to a maximum of 75% of the Event 1 compensation amount.

The degree of **Permanent** injury will be decided at 365 days after the accident.

### 3. Modification Expenses

If a **Member** is:

- a) insured for Death, Permanent Disability and one of Loss of Earnings, Student or Home Help; and
- b) is entitled to 100% of the benefit under clause 2, 'Permanent Disability';

**Your Insurer** will pay up to the **Sum Insured** for costs necessarily incurred to modify the **Member's** home and/or motor vehicle, or relocating to a suitable home provided that the modifications and/or relocation are certified to be necessary by a legally qualified medical practitioner.

### 4. Funeral Benefit

**Your Insurer** will pay up to the funeral **Sum Insured** as shown on the **Certificate** for the funeral of a **Member**. The death must:

- a) Be covered under clause 1. 'Death' above; and
- b) Take place within 365 days of the accident that caused it occurring.

### 5. In Memoriam Benefit

**Your Insurer** will reimburse **You** all reasonable costs associated with observance of the death of a **Member** up to the **Sum Insured**. The death must:

- a) Be covered under clause 1. 'Death' above; and
- b) Take place within 365 days of the **Accident** that caused it occurring.

## 6. Loss of Earnings

**Your Insurer** will pay the **Member** up to the weekly **Sum Insured** if a disability or injury caused by an **Accident** covered by this section stops the **Member** doing what the **Member** was capable of doing by training or experience to earn **Income**. The payments will be made at the end of each 4 week period. But, **They** will:

- a) Not pay if the **Member** is not in paid employment at the time of the accident.
- b) Not pay during the **Waiting Period** or for more than the period shown in **Your Certificate** for any one accident.
- c) Not pay more than the average weekly income that the **Member** earned in the 12 months directly before the accident took place. If the **Member** was not working for the full 12 months the average will be based on the time worked. Income earned from playing or training for sport is not covered.
- d) Not pay until the **Member** has seen a registered medical doctor about the disability or injury.
- e) Stop payments once the **Member** is able to return to any form of work. If the **Member** earns less solely due to the disability or injury **Your Insurer** will pay the difference.

**Note: Your Insurer will pay benefits under only one of sections 6 (Loss of Earnings), 7 (Student Help) or 8 (Home Help)**

## 7. Student Help

This cover is only available for full time students. **Your Insurer** will pay the **Member** up to the weekly **Sum Insured** for student help expenses incurred if a disability or injury caused by an **Accident** covered by this section stops the **Member** from going to their usual school, college or other place of learning. The payments will be made at the end of each 4 week period. But, **Your Insurer** will:

- a) Not pay the weekly **Sum Insured** during the **Waiting Period** or for more than the period shown in **Your Certificate** for any one accident.
- b) Not pay until the **Member** has seen a registered medical doctor about the disability or injury.

- c) Only pay for help that the **Member** reasonably needs and incurs to continue their education.
- d) Stop payments once the **Member** can go to their usual place of learning without help.

**Note: Your Insurer will pay benefits under only one of sections 6 (Loss of Earnings), 7 (Student Help) or 8 (Home Help)**

## **8. Home Help**

**Your Insurer** will only cover home help that is provided by a recognised agency. **They** will pay the **Member** up to the weekly **Sum Insured** for home help expenses incurred if a disability or injury caused by an **Accident** covered by this section stops the **Member** from caring for themselves in their home. The payments will be made at the end of each 4 weeks period. But, **Your Insurer** will:

- a) Not pay the weekly **Sum Insured** during the **Waiting Period** or for more than the period shown in **Your Certificate** for any one accident.
- b) Not pay until the **Member** has seen a registered medical doctor about the disability or injury.
- c) Only pay for the home help that the **Member** reasonably needs and incurs to continue to live in their home.
- d) Stop payments once the **Member** can care for themselves at home as they could before the accident.

**Note: Your Insurer can pay benefits under only one of sections 6 (Loss of Earnings), 7 (Student Help) or 8 (Home Help)**

## **9. Parents' Allowance**

This cover is only available for full time students under 25 years of age.

**Your Insurer** will pay the custodial parents of the **Member** the daily **Sum Insured for Parent's Allowance** while the **Member** is in hospital. The payments will be made at the end of each 4 week period. But, **They** will not pay:

- a) Unless the **Member** is in hospital because of a disability or injury caused by an **Accident** covered by this section.
- b) More than the **Sum Insured** in the **Certificate** for any one **Accident**.

## **10. Dependant Children's Allowance**

**Your Insurer** will reimburse up to the **Sum Insured** all reasonable costs incurred by the Dependant Children of a **Member** as a direct result of a disability or injury caused by an **Accident** covered by this section whilst the **Member** is undergoing medical treatment.

Dependant children means:

- a) Unmarried children under the age of 20 years who are still living at home; or
- b) Children under 25 years that are full time students;

who are entirely dependant on the **Member** at the time of the **Accident** .

## 11. Medical and Dental Costs

**Your Insurer** will pay the cost of:

- a) An ambulance;
- b) Hospital accommodation and theatre fees;
- c) Orthotics, Splints and Prosthesis;
- d) Treatment given by a dentist; and
- e) If given on the advice of a registered medical doctor treatment given by a chiropractor; masseur; naturopath, osteopath or physiotherapist;

for the **Member**. The costs must arise from a disability or injury caused by an **Accident** covered by this section. But, **They** will not pay:

- a) For those costs that are covered by Medicare, private health insurance, a statutory insurance scheme such as workers compensation or which can only be covered by a registered health insurer. This includes those costs that the law states **Your Insurer** cannot cover, such as Medicare 'gaps'.
- b) For treatment that takes places later than 365 days after the **Accident** unless the delay is on the advice of a registered medical doctor or dentist.
- c) More than that percentage which is shown in the **Certificate** of the amount spent.
- d) More than the Medical and Dental Costs **Sum Insured** for any one disability or injury.

In addition to other benefits paid under this Medical and Dental Costs section 12, where a **Member** is hospitalised more than 200 kilometres from their normal place of residence for 3 days or more as a result of disability or injury caused by an **Accident** covered by this section, **Your Insurer** will pay up to \$2,500 for cost of repatriation to a suitable medical facility of the **Member's** choice closer to their normal place of residence.

## 12. Home Nursing Care

**Your Insurer** will reimburse a **Member** up to the weekly **Sum Insured** for nursing care provided by a registered nurse who is not related to the **Member** where they are confined to bed for a period of not less than 7 days as certified necessary by their legally qualified medical practitioner and necessitated as a result of disability or injury caused by an **Accident** covered by this section. **Your Insurer** will not pay benefits under this section:

- a) for more than the period shown in **Your Certificate** ;
- b) where the **Member** is confined to a bed in an institution used as a nursing or convalescent home, a geriatric ward, a mental institution, a place of rest, a rehabilitation facility or a place for the care of drug or alcohol addicts.

### **13. Ancillary Non Medical Expenses**

**Your Insurer** will reimburse a **Member** up to the **Sum Insured** for ancillary non medical expenses being expenses related to medical treatment and certified as necessary by their legally qualified medical practitioner and incurred as a result of disability or injury caused by an **Accident** covered by this section. Ancillary non medical expenses includes items such as travel to receive treatment, but does not include wages lost by any person. No benefits are payable under this Ancillary Non Medical Expenses section 13 if benefits are paid under any of section 6 (Loss of Earnings). section 7 (Student Help) or section 8 (Home Help).

### **14. Rehabilitation Benefits**

- a) **Your Insurer** will reimburse a **Member** up to the **Sum Insured** for tuition or advice fees from a licensed vocational college provided such tuition or advice is certified as necessary by a legally qualified medical practitioner and agreed to in writing by **Your Insurer** and incurred as a result of disability or injury caused by an **Accident** covered by this section.
- b) **Your Insurer** will reimburse a **Member** up to the **Sum Insured** for rehabilitation expenses certified as necessary by their legally qualified medical practitioner and agreed to in writing by **Your Insurer** and incurred as a result of disability or injury caused by an **Accident** covered by this section. Rehabilitation expenses includes but is not limited to gymnasium fees or personal physical trainer fees.

### **15. Unexpired Membership Reimbursement Benefit**

**Your Insurer** will reimburse a **Member** up to the **Sum Insured** for pro-rata refund of **Your Business**, club's or association's membership/registration fee from the date of bodily injury

should the **Member** be deemed by their legally qualified medical practitioner to be unable to participate in the playing of the sport for the remainder of the season and this is as a result of disability or injury caused by an **Accident** covered by this section.

#### 16. HIV Positive Benefit

If a **Member** becomes HIV Positive as a direct result of an **Accident** whilst participating in **Your** sport **Your Insurer** will pay 10% of the Permanent Total Disability Benefit 1. as listed in the Schedule of Capital Benefits.

#### 17. Miscarriage or Premature Childbirth Benefit

If a **Member** suffers a miscarriage or premature childbirth (up to a maximum of 26 weeks of pregnancy) as a direct result of an **Accident** whilst participating in **Your** sport **Your Insurer** will pay the **Member** \$2,500 compensation.

#### 18. Kidnapping

If a **Member** is kidnapped from a covered event, **Your Insurer** will pay 10% of the Permanent Disability Benefit 1 as listed in the Schedule of Capital Benefits.

#### Limitations

1. **Your Insurer** will not pay for more than one disability for each accident. The payment will always be the greater percentage of the capital **Sum Insured** that is payable. But:

The permanent loss of several fingers and or a thumb will be treated as one disability with a limit of 70%.

The permanent loss of several toes will be treated as one disability with a limit of 15%.

Any payment of the capital **Sum Insured** will be reduced by the amount already paid for loss of earnings if it is due to the same **Accident**.

2. For an **Accident** that occurs when travelling to or from a competition; game; performance; social function; training session; administrative, fundraising or volunteer activity the benefit **Your Insurer** will pay under 1. Death or 2. Permanent Disability for events 1 to 32 shall be limited to 20% of the capital **Sum Insured** shown in the schedule.

#### Disappearance

**Your Insurer** will assume that a **Member** died as a result of an **Accident**, if.

- a) The **Member** disappears when the conveyance in which the **Member** was travelling crashed, disappeared or sank; and
- b) The body of that **Member** is not found within 365 days of the crash, disappearance or sinking.

**Your Insurer** will only pay Death benefits after a disappearance if the legal representatives of the **Member's** estate provide **Them** with a signed undertaking that these amounts will be repaid to **Them** if it is later discovered that the **Member** did not die or did not die as a result of an **Accident** covered by this section.

### **Extra Benefits**

#### **1. Double Capital Sum Insured**

**Your Insurer** will double the capital **Sum Insured** for a person under 12 years of age who suffers:

- a) **Permanent** total disablement; or
- b) **Permanent** paralysis of all limbs.

### **Optional Extra**

#### **1. Loss of Earning for 104 Weeks**

**Your Insurer** will increase the limit for payments of the weekly **Sum Insured** for disability or injury caused by an **Accident** covered by this section to 104 weeks if **You** have selected this optional extra and this extra is shown on the **Certificate**.

## Section 2 Sports Liability

### What's Covered

#### Part A General Liability

Your legal liability for:

1. **Property Damage**
2. **Personal Injury**
3. **Advertising Liability.**

The **Property Damage**, **Personal Injury** or **Advertising Liability** happening during the **Period of Cover** as the result of an **Occurrence** that is connected with **Your** club, league or association or in the conduct of the **Business**. It can take place either in Australia or New Zealand and anywhere else in the world excluding USA and Canada whilst conducting normal **Business** or club activities and adhering to club rules and by-laws.

#### Part B Products Liability

Your legal liability for:

1. **Property Damage**
2. **Personal Injury**

The **Property Damage** or **Personal Injury** must happen during the **Period of Cover** as a result of an **Occurrence** that is caused by **Your Products**. They must be supplied by **You** in or from Australia.

### What's Not Covered

The following specific exclusions apply to this section in addition to the General Exclusions.

#### Part A

Your Insurer will not be liable for:

##### Products

**Personal Injury** or **Property Damage** caused by **Your Products**.

##### Participant to Participant Liability

A claim for **Personal Injury** caused or contributed by any **Member** against another participant whilst both are actually participating in competitions, games, performances or training sessions of **Your** sport unless specified as covered in the **Certificate**.

## Fire

A claim that arises out of a fire if it was deliberately lit by **You** or on **Your** behalf in breach of a law regulation, by-law or ordinance.

## Defective Work

For the cost of repairing, correcting, performing or improving any work or service undertaken or provided by **You** or on **Your** behalf.

## Property in Your Physical or Legal Control

for **Property Damage** to property owned, leased or hired by or under hire purchase or on loan to **You** or otherwise in **Your** physical or legal care, custody or control, other than:

- a) buildings and their contents at **Your Premises**, which are leased or rented or on loan to **You** for **Your Sport**;
- b) **employees** and visitors clothing and personal effects;
- c) **Vehicles** (not owned or used by **You** or on **Your** behalf or liability for **Vehicles** not otherwise excluded by this policy) whilst in a car park owned or operated by **You** other than for reward;
- d) other property not owned by **You**, leased to **You**, rented to **You** or on loan to **You** but temporarily and legally occupied by **You** or in **Your** possession or control, however **Your Insurer** will not indemnify **You** for damage to that part of such property on which **You** are working or have been working and which arises out of that work.
- e) The **Limit of Indemnity** in respect of coverage provided under subsection (a) to (d) is \$100,000 for any one occurrence and for all claims during the **Period of Cover** in the aggregate inclusive of all costs, expenses and interest as stated in 'How Your Insurer pays Claims'.

## Removal or Weakening of Support

Claims in respect of **Property Damage** where such property consists of land or fixed property and where such damage is caused by tunnelling, underpinning, vibration or interference with the support of that property.

## Part B

**Your Insurer** will not be liable for:

### General Liability

Any claim covered by Part A of this section.

### **Product Defect, Product Recall and Faulty Work**

- a) for **Property Damage to Your Product** caused by or arising directly or indirectly out of or in connection with any defect or lack of quality in **Your Product**, the harmful nature of **Your Product** or unsuitability or ineffectiveness of **Your Product**; or
- b) caused by or arising directly or indirectly out of or in connection with the withdrawal, inspection, removal, reinstallation, repair, replacement or loss of use of **Your Product**, or of any property of which **Your Product** forms a part, if **Your Product** is recalled from the market or from use because of any known or suspected defect or deficiency in it.

### **Design**

caused by or arising directly or indirectly out of or in connection with the design, plan, formula or specification of **Your Product** or any instructions, warnings, advice or information on the characteristics, use, storage or application of **Your Product**.

## **Parts A and B**

**Your Insurer** will not pay for:

### **Loss of Use**

Loss of use of tangible property (not physically lost, destroyed or damaged) caused by or arising directly or indirectly out of:

- a) delay or lack of performance by **You** or on **Your** behalf under any contract or agreement; or
- b) the failure of **Your Product** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by **You**, except for loss of use of other tangible property resulting from the sudden and accidental physical loss, destruction or damage to **Your Product** after **Your Product** has been put to use by any person or organisation other than **You**.

### **Communicable Diseases**

**Personal injury** to any person arising directly or indirectly out of the contraction of AIDS or AIDS related diseases or the transmission of any communicable disease by **You** or any of **Your employees** or agents.

### **Aircraft and Watercraft**

caused by or arising directly or indirectly out of or in connection with:

- a) the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing, construction or installation by **You** or on **Your** behalf of any **Aircraft**; or
- b) the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing, construction or installation by **You** or on **Your** behalf of any **Watercraft ( subject to Extra Benefits 2 and 3 )** ; or
- c) any place or structure where aircraft are stored, maintained or used.

### **Defamation**

caused by or arising directly or indirectly out of or in connection with publication of a libel, utterance of a slander or defamation:

- a) first made prior to the **Period of Cover**;
- b) made by **You** or with **Your** authority, with knowledge of its falsity or defamatory character; or
- c) in any way related to advertising, broadcasting, publishing or telecasting activities conducted by **You** or on **Your** behalf, including but not limited to the publication of material on the Internet unless done unknowingly and unintentionally and without **Your** knowledge of the falsity or defamatory character.

### **Professional Liability**

caused by or arising directly or indirectly out of or in connection with the rendering of or failure to render professional advice or service by **You** or on **Your** behalf or an error or omission in connection therewith, but this exclusion does not apply to:

- a) the rendering of or failure to render professional medical advice by medical persons employed by **You** to provide first aid and other medical services at events as outlined in Covered Events in Section 1 (Sports Injury) of this policy; or
- b) **Personal Injury** or **Property Damage** arising from the rendering of or failure to render professional advice or service, provided such professional advice or service is not given for a fee; or
- c) **Personal Injury** or **Property Damage** arising from the rendering of advice in relation to sports equipment or goods **You** supply to others.

## **Territorial Limit**

- a) arising out of claims made or actions brought in the United States of America, Canada or their territories, protectorates, or dependencies coming within the jurisdiction of the courts of the United States of America, Canada or their territories, protectorates or dependencies; or
- b) arising out of claims and actions to which the laws of the United States of America, Canada or their territories, protectorates, or dependencies apply.

## **How Your Insurer Pays Claims**

1. Any indemnity provided by **Your Insurer** to **You** is provided in consideration of payment of the **Premium** by **You** and is subject to the terms and conditions of this policy including the **Limit of Indemnity** and the **Excess**.

### **Claim Costs**

2. In addition but subject always to the clause 'Limit of Indemnity', **Your Insurer** will pay:
  - a) costs and expenses incurred by **Your Insurer**, or by **You** with **Your Insurer's** prior written consent, in the investigation, settlement or defence of any claim for compensation for which **You** are entitled to indemnity under this policy; and
  - b) legal costs taxed or assessed against **You** in any claim referred to in clause 2. (a) and all interest accruing from the entry of judgment against **You** until **Your Insurer** has paid, tendered or deposited in court such part of the judgment as does not exceed the **Limit of Indemnity**.

### **Limit of Indemnity**

3. a) Except as provided in clause 3 (b), **Your Insurer's** total liability under this policy to indemnify **You**:
  - i. in respect of any one **Occurrence** will not exceed the **Limit of Indemnity**; and
  - ii. for all claims in respect of **Products Liability** during the **Period of Cover** is limited in the aggregate to the **Limit of Indemnity**.
- b) Subject to paragraph 3 (c), **Your Insurer** will indemnify **You** for up to twenty five percent (25%) of the **Limit of Indemnity** in addition to the **Limit of Indemnity** for amounts that **They** pay to **You** or on **Your** behalf under the clause 'Claims Costs'.
  - i. in respect of any one **Occurrence**; and
  - ii. for all claims in respect of **Products Liability** during the **Period of Cover** in the aggregate.

- c) If a judgment or an amount required to settle a claim exceeds the **Limit of Indemnity**, Your Insurer's liability to pay costs and expenses under subsection 2 is limited to the proportion the **Limit of Indemnity** bears to the amount required to be paid to dispose of the claim and in all cases will not exceed the amount specified in paragraph (b).
- d) All **Personal Injury** and **Property Damage** consequent upon or attributable to one source or originating cause shall be deemed one **Occurrence**. Any entitlement to indemnity under this policy for such an **Occurrence** will be determined by reference to the date on which the **Personal Injury** or **Property Damage** from the one source or originating cause first occurred.

## Extra Benefits

### 1. More than One Insured

When the insured is made up of more than one party, each party will be treated as if they had a separate policy provided **Your Insurer's** liability is not increased.

### 2. Watercraft Used for Functions

**Your Insurer** will extend this Section to cover **You** when **You** use watercraft that are owned and operated by other people for Sport and social functions.

### 3. Watercraft Used for **Your** Sport

**Your Insurer** will extend this Section to cover **You** when **You** use watercraft for **Your** sport if they are:

- a) Propelled by hand and less than 20 metres long; and
- b) Other boats less than 8 metres long.

## Section 3 Professional Indemnity

### What's Covered

Your legal liability for a **Breach Of Duty** that arises from umpiring, officiating, refereeing, training or coaching **Your Members** for **Your** sport that is shown in the **Certificate** at events arranged by **You** or **Your** sporting association.

The **Breach Of Duty** must occur in Australia or New Zealand and anywhere else in the world excluding USA and Canada whilst conducting normal club activities and adhering to club rules and by-laws.

### What's Not Covered

The following specific exclusions apply to this section

**Your Insurer** will not indemnify **You** for:

1. A claim for a **Breach Of Duty** that:
  - a) Occurred before the **Retroactive Date**.
  - b) Was made or threatened or intimated in any way before or after the **Period of Cover**.  
This does not apply if **You** first become aware of the facts, from which the claim arises, during the **Period of Cover** and **You** tell **Your Insurer** about them during the same period.
2. A claim for a **Breach Of Duty** that arises out of facts that:
  - a) Were notified under an earlier policy, disclosed in the **Application** for this policy or notified under any previous policy.
  - b) **You** were aware of or ought reasonably be aware may give rise to a claim before this cover began.
3. A claim for a **Breach Of Duty** that arises directly or indirectly out of.
  - a) Non-medically prescribed drugs.
  - b) Goods that are supplied by **You**.
  - c) Libel, slander or defamation.
  - d) the unintentional infringement of copyright, trademarks, registered designs or patents, plagiarism or breach of confidentiality
  - e) **Your** insolvency, bankruptcy, or liquidation of the Insured
  - f) Any breach of the Trade Practices Act 1974, Fair Trading Act 1987 and equivalent legislation in relation to the sale of goods in any State or Territory as amended

- g) any trading debt incurred, or any guarantee in respect of such debt given by **You**
- h) **Your** functions and duties as a director and/or officer of **Your Sport** association or any legal entity, corporation or other incorporated body.
- i) Loss or deprivation of or damage to documents of any kind

#### 4. Territorial Limit

- a) arising out of claims made or actions brought in the United States of America, Canada or their territories, protectorates, or dependencies coming within the jurisdiction of the courts of the United States of America, Canada or their territories, protectorates or dependencies; or
- b) arising out of claims and actions to which the laws of the United States of America, Canada or their territories, protectorates, or dependencies apply.

#### **How Your Insurer Pays Claims**

Any indemnity provided by **Your Insurers** to **You** is provided in consideration of payment of the **Premium** by **You** and is subject to the terms and conditions of this policy including the **Limit of Indemnity** and the **Excess**.

**Your Insurer** will pay those:

1. Sums that **You** become legally liable to pay as damages and as claims costs which include ;
  - a) costs and expenses incurred by **Your Insurer**, or by **You** with **Your Insurer's** prior written consent, in the investigation, settlement or defence of any claim for compensation for which **You** are entitled to indemnity under this policy; and
  - b) legal costs taxed or assessed against **You** in any claim referred to in paragraph (a) and all interest accruing from the entry of judgment against **You** until **Your Insurer** has paid, tendered or deposited in court such part of the judgment as does not exceed the **Limit of Indemnity**.
2. But **Your Insurer** will not pay more than:
  - a) The **Limit Of Indemnity** for one claim including claims costs.
  - b) The Annual Limit that is shown in the **Certificate** for all claims in one **Period of Cover**.